EVIDENCE—TRANSACTIONS WITH DECEASED PERSONS.—The plaintiff, claiming as assignee of a life insurance policy taken out by her late husband, was allowed to testify as to personal transactions between herself and the insured, for the purpose of proving the assignment. *Held,* that such evidence was proper. *Ward* v. *New York Life Ins. Co.* (N. Y., 1919), 122 N. E. 207.

There is some conflict of authority on the question whether such evidence comes within the terms of statutes prohibiting such testimony in actions against decedent's estates. In *Franken* v. *Order of Foresters,* 152 Mich. 502, evidence of this nature was held incompetent, although the contest was between different beneficiaries and the estate of the insured would not in any event receive the money. This case was adversely criticised in *Savage* v. *Modern Woodmen,* 84 Kan. 63, where the decision was explained as the result of "excluding witnesses who are within the reason of the statutory rule, although not within its terms, while the general practice and the practice in this state is to the contrary." In a number of cases the rule has been laid down that beneficiaries named in insurance policies are not disqualified under the statute from testifying as to transactions with the deceased. *Grand Lodge* v. *Dillard* (Tex. Cr.) 162 S. W. 1173; *Erickson* v. *Modern Woodmen,* 43 Wash. 242; *Sherret* v. *Royal Clan,* 37 Ill. App. 446; *Shuman* v. *Knights of Honor,* 110 Ia. 480; *Hamill* v. *Royal Arcanum,* 152 Pa. 537; *Macaulay* v. *National Bank,* 27 S. C. 215. But the principal case, while relying on a number of the cases here cited, goes farther than any of them, since it deals with a case of assignment by the deceased to the plaintiff. The court is evidently in sympathy with Mr. Wigmore's severe criticism of the policy of the statute. 1 WIGMORE ON EVIDENCE, Sec. 578.

HUSBAND AND WIFE—SUIT BY WIFE FOR CONSORTIUM.—Plaintiff's husband was severely and permanently injured through the negligence of Defendant. Plaintiff sues to recover for the loss of her husband's companionship and support, occasioned by the injury. *Held,* (one justice dissenting) plaintiff could not recover, even though her common law disabilities had been removed by statute. *Bernhardt* v. *Perry* (Mo., 1918), 208 S. W. 462.

For a discussion of this question as to whether the wife, emancipated by statute, is entitled to sue for the loss of consortium, see the notes in 14 MICH. L. REV. 689 and 12 MICH. L. REV. 72.

JURY—HOW FAR THE COURT MAY GO IN URGING AGREEMENT.—The jury went to the jury room to consider their verdict at 1:30 p. m. The next day at noon they reported a disagreement and asked to be discharged. The judge told them that the court could transact no business unless it could get verdicts; that they were as good a jury as could be obtained; that he appreciated their desire to get home, but the county which had stood the expense of the trial ought not to lose the benefit of it if an agreement was reasonably possible; that he would not force an agreement even if he could, but he thought a further consideration might bring them together; and he asked them to try again. This was substantially repeated at the close of the afternoon session. The next afternoon they brought in a verdict. *Held,* the language of

the court was improper, inasmuch as it suggested an agreement as a means to save expense, thus "depriving them of that freedom which the law contemplates they should exercise in reaching a verdict." The verdict was set aside. *Missouri, K. & T. Ry. Co.* v. *Barber* (Commission of Appeals of Texas, 1919), 209 S. W. 394.

This is a very extreme case. In *Fleck* v. *Missouri, K. & T. Ry. Co.* (Tex. Civ. App.), 191 S. W. 386, an almost identical reference to the expense of the trial was held proper. In *Kelly* v. *Emery,* 75 Mich. 147, the court said to the jury: "This case has already been tried once, and the amount involved is not large, and the parties cannot afford to litigate it forever, and the county cannot afford to have them do it. You see it takes some time to try the case, and I hope you will be able to arrive at a conclusion and settle the facts in the case, at least." This was held to be entirely proper. In *Watson* v. *Minneapolis Street Ry. Co.,* 53 Minn. 551, it was held proper to urge the jury to make every honest effort to agree because another trial would make expense to the county and to the parties. In *Knickerbocker Ice Co.* v. *Pennsylvania R. R. Co.,* 253 Pa. 54, it was held proper to urge the jury to agree in view of the length of time consumed in the trial and the amount of testimony heard.

MASTER AND SERVANT—RELATION.—Plaintiff, an employee of defendant, after several days discontinuance of his work because of an injured foot, returned to his place of employment, arriving there about 15 or 20 minutes before his work ordinarily commenced. He did not at this time apply for his work card, nor did he go for his tools, but went into a small shack to warm, this shack being used for such purpose by the workmen with defendant's knowledge and acquiescence. While here the stove fell, injuring plaintiff, and this suit is brought to recover for such injury. *Held,* defendant at the time of the injury owed no duty to plaintiff with reference to the stove, the relation of master and servant not then existing. *Flanigan* v. *K. C. S. Ry.* (Mo., 1919), 208 S. W. 441.

No doubt can arise as to the propriety of this decision, for though in some cases the question whether the relation of master and servant existed is left to the jury, such is not the rule when the evidence is as conclusive as it is here. In the case of a workman who begins his labors at a certain hour in the morning there is necessarily a time when he is on the premises of the master going to his work, and preparing for his work as by washing his hands, procuring his tools, or changing his clothes. "All these requirements are incident to the employment, and it is therefore held that the relation of master and servant continues from a reasonable time before the actual beginning of work until a reasonable time subsequent thereto." *Lyons* v. *People's Savings Bank,* 251 Pa. 569. In the English case of *Sharp* v. *Johnson & Co.,* [1905] 2 K. B. 139, cited with approval in the principal case the court held that the relation existed when an employee, arriving on his employer's premises 20 minutes before he was to begin work, was injured, it being shown that it was customary for the workmen to arrive as early as this, and upon arriving to deposit their tickets at the office and go to the mess cabin for